

Best Available Copy



MS MISSING PARTS

PATENT

2750-1571P

IN THE U.S. PATENT AND TRADEMARK OFFICE

Applicant: Nickolai Alexandrov et al. Conf.: 7309  
Appl. No.: 10/645,822 Group: Unknown  
Filed: August 22, 2003 Examiner: Unknown  
For: SEQUENCE DETERMINED DNA FRAGMENTS AND  
CORRESPONDING POLYPEPTIDES ENCODED  
THEREBY

Petition Under 37 C.F.R. § 1.47(a)

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

April 18, 2005

Sir:

Applicants hereby request, under 37 CFR 1.47(a), that the present application be accepted for examination and be considered as complete without the signature on an Oath or Declaration I one of the co-inventors, notwithstanding diligent effort to obtain said document.

Specifically, several efforts have been made to locate and obtain a signature from co-inventor Dr. XIANGFENG CHEN, but he could not be reached until Friday, April 15, 2005 at 8:40 a.m. when he responded to an earlier email which contained a copy of the Declaration and Power of Attorney. Here, he indicated a

apparent willingness to sign the Declaration, but has not yet responded to additional requests and we have not yet been able to obtain a signed Declaration and Power of Attorney.

Attached hereto is a declaration of Peter Mascia, Vice President and acting Director of Intellectual Property of the assignee of the present application, Ceres, Inc. Dr. Mascia's declaration documents the fact that Dr. Chen was employed by Ceres, Inc. and was required to assign all patents, copyrights, trade secret rights and other rights in connection with Dr. Chen's employment to Ceres, Inc. (see Employment Agreement, Exhibit A). The declaration also documents the efforts made to locate the missing inventor as follows:

1. Efforts made

- a) Telephone calls by Ms. Jackie Zierhut, the administrative assistant in the Intellectual Property Department of Ceres, Inc., to all phone numbers provided by Dr. Chen when he left Ceres, Inc.
- b) Research on Dr. Chen's forwarding address of 1181 East Big Pine Drive, Sandy, UT 84094 as the last known address.
- c) E-mailing on Wednesday, April 13, 2005 and Thursday, April 14, 2005 a declaration attached in .pdf format to

a potential contact address of xianfengchen@hotmail.com  
(see Exhibits B and C).

- d) Conducting a search via Peoplesearch.com (receipt attached as Exhibit D). The information provided was determined to be out of date.
- e) Contacting 411 information in Sandy, Utah to try and locate a phone number for Mr. Chen or a relative who might know how to contact him. Follow-up with two potential numbers. One, Ms. Jian Chen, did not know the inventor, but offered to contact her colleagues within the biotech industry to assist in locating Mr. Chen.

2. On Friday, April 15, 2005, Ms. Jackie Zierhut received an email from Dr. Chen wondering whether submitting the document on Monday, April 18, 2005 would be too late (See Exhibit E). Ms. Zierhut responded, reiterating the urgency of obtaining the signed document and encouraging Dr. Chen to telephone her. Ms Zierhut also suggested that the documents could be sent to a nearby Kinko's venue to expedite obtaining the needed signature(see Exhibit F).

3. On Friday April 15, 2005, Ceres' legal representative also emailed Dr. Chen urging him to sign and return the documents (see Exhibit G). Another email was sent on Monday, April 18, 2005 again requesting that Dr. Chen sign and return the documents and underscoring the urgent need for their receipt (see Exhibit H).
4. On Monday, April 18, 2005 another administrative assistant at Ceres, Inc., Ms. Danielle Squires, sent an email to Dr. Chen referencing the email sent by Ms. Zierhut and requesting Dr. Chen to sign and return the Declaration and Power of Attorney (see Exhibit I).
5. However, to date Dr. Chen has not provided the Assignee with a signed Declaration and Power of Attorney. It is therefore requested that this petition be granted and the application be considered complete without the signature of Dr. Chen on an Oath.
6. Attached hereto is an acceptable Oath or Declaration in compliance with 35 U.S.C. §§ 115 and 116, which has been

properly executed by all seventeen (17) of the other co-inventors.

7. Fee Payment (37 C.F.R. § 1.17(i))

- ☒ The surcharge fee in the amount of \$130.00, as the Applicant no longer qualifies for small entity status. The Commissioner is hereby authorized to charge payment to Deposit Account No. 50-1055.
  
- ☒ The Petition fee of \$130.00 as set forth in 37 C.F.R. § 1.17(h). The Commissioner is hereby authorized in to charge payment to Deposit Account No. 50-1055.
  
- ☒ Applicants hereby respectfully petition for five (5) months extension of time for filing of the present paper in accordance with the provisions of 37 C.F.R. § 1.136 and 37 C.F.R. § 1.17. The Commissioner is hereby authorized to charge payment of the required fee of \$2160.00 to Deposit Account No. 50-1055.

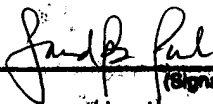
8. Statement of non-signing inventor's last known address:

Dr. Xiangfeng Chen  
1181 East Big Pine Drive  
Sandy, UT 84094

In the event that Deposit Account No. 50-1055 has insufficient funds, the Commissioner is hereby authorized in this reply to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17; particularly, extension of time fees.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on: April 18, 2005  
(Date of Deposit)

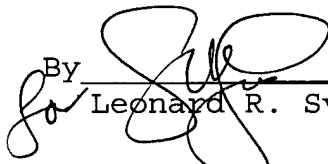
**BIRCH, STEWART, KOLASCH & BIRCH, LLP**

  
(Signature)  
4/18/05  
(Date of Signature)

LRS/SWG  
2750-1571P

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

BY  #47,604  
Leonard R. Svensson, #30,330  
P.O. Box 747  
Falls Church, VA 22040-0747  
(703) 205-8000

Attachments: Declaration of Dr. Peter Mascia with Exhibits A-I  
Declaration and Power of Attorney



IN THE U.S. PATENT AND TRADEMARK OFFICE

PATENT  
2750-1571PUS1

APPLICANT: Nickolai Alexandrov et al. CONF: 7309  
 SERIAL NO.: 10/645,822 GROUP: Unknown  
 FILED: August 22, 2003 EXAMINER: Unknown  
 FOR: SEQUENCE DETERMINED DNA  
 FRAGMENTS AND CORRESPONDING  
 POLYPEPTIDES ENCODED THEREBY

**DECLARATION SUBMITTED IN SUPPORT OF FILING AN APPLICATION  
 FOR A CO-INVENTOR WHO IS UNAVAILABLE UNDER 37 CFR 1.47(a)**

Honorable Commissioner  
 Of Patents and Trademarks  
 Washington, D.C. 20231

April 18, 2005

Sir:

I, Dr. Peter Mascia, Vice President and Acting Director of the Department of Intellectual Property of Ceres, Inc., Thousand Oaks, California, USA, do hereby declare the following in support of the sufficiency of the Declaration and Power of Attorney document filed in order to complete the filing requirements for the above-identified application.

1. Even after diligent effort, it has not been possible to locate and obtain the signature on an Oath for one of the eighteen inventors, Dr. Xiangfeng Chen. Therefore, Dr. Chen's signature does not currently appear on the Declaration and Power of Attorney document filed in response to the Notice to File Missing Parts notification issued by the USPTO on September 16, 2004 in connection with the

Appl. No. 10/645,822

above-identified application. Dr. Chen was, however, employed by Ceres, Inc. and was required to assign all patents, copyrights, trade secret rights and other rights in connection with Dr. Chen's employment to Ceres, Inc. (see Employment Agreement, Exhibit A).

2. Ceres, Inc. has made a concerted and diligent effort to locate Dr. Chen. This has included the following:

- a) Telephone calls made by Ms. Jackie Zierhut, the administrative assistant in the Intellectual Property Department of Ceres, Inc., to all phone numbers provided by Dr. Chen prior to his departure from Ceres, Inc.
- b) Research on Dr. Chen's forwarding address of 1181 East Big Pine Drive, Sandy, UT 84094 as his last known address.
- c) E-mailing on Wednesday, April 13, 2005 and Thursday, April 14, 2005 a declaration attached in .pdf format to a potential contact address of xianfengchen@hotmail.com (see Exhibits B and C).
- d) Conducting a search via Peoplesearch.com (receipt attached as Exhibit D). The information provided was determined to be out of date.
- e) Contacting 411 information in Sandy, Utah to try and locate a phone number for Mr. Chen or a relative who might know how to contact him. Follow-up with two potential numbers. One, Ms. Jian Chen, did not know the inventor, but offered to contact her colleagues within the biotech industry to assist in locating Mr. Chen.



Appl. No. 10/645,822

3. We received no response from our email attempts to contact Dr. Chen until Friday, April 15, 2005. On that morning Ms. Jackie Zierhut received an email from Dr. Chen wondering whether submitting the document on Monday, April 18, 2005 would be too late (See Exhibit E). Ms. Zierhut responded, reiterating the urgency of obtaining the signed document and encouraging Dr. Chen to telephone her. Ms. Zierhut also suggested that the documents could be sent to a nearby Kinko's venue to expedite obtaining the needed signature (see Exhibit F).

4. On Friday April 15, 2005, Ceres' legal representative also emailed Dr. Chen urging him to sign and return the documents (see Exhibit G). Another email was sent on Monday, April 18, 2005 again requesting that Dr. Chen sign and return the documents and underscoring the urgent need for their receipt (see Exhibit H).

5. On Monday, April 18, 2005 another administrative assistant at Ceres, Inc., Ms. Danielle Squires, sent an email to Dr. Chen referencing the email sent by Ms. Zierhut and requesting Dr. Chen to sign and return the Declaration and Power of Attorney (see Exhibit I).

6. As of 5:00 p.m. Monday, April 18, 2005 Dr. Chen has again failed to respond to our emails. Consequently, we are at this time unable to submit a Declaration and Power of Attorney document containing his signature.

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7. The above-mentioned application is important to Ceres, Inc, which would be irreparably hurt should the file go abandoned due to the lack of one signature out of the eighteen (18) inventors listed on the application.

The undersigned hereby declares that all statements made herein based upon knowledge are true, and that all statements made based upon information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

DATED: APRIL 18, 2005

Peter Mascia  
Dr. Peter Mascia

Enclosures: As stated above

## EXHIBIT A

Confidentiality Agreement

## EXHIBIT A

**CONFIDENTIALITY, PROPRIETARY INFORMATION & INVENTIONS**

The following confirms an agreement between me and Ceres, Inc. (the "Company"), which is a material part of the consideration for my employment (which term shall include, for purposes of this Agreement, the performance of services for the Company either as a consultant or as an employee) by the Company:

1. I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future, including fields generally related to its business. I understand that the Company possesses and will continue to possess information that has been created, discovered or developed by or on behalf of the Company or which has otherwise become known to the Company (including, without limitation, information created by, discovered or developed by, or made known to, me during the period of or arising out of my employment by the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the Company's business. All of the aforementioned information is hereinafter called "Proprietary Information". By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, formulas, data, know-how, software programs, improvements, inventions (whether patentable or not), techniques, marketing plans, market data or data concerning competitors' strategies compiled by the Company, forecasts, financial information, computer programs and other copyrightable material, the compensation and terms of employment of the individual and other employees, customers and customer lists and other information concerning the Company's actual or anticipated business or which is received in confidence by or for the Company from any other person or legal entity.

2. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to any information:

- (i) applicable to the business of the Company; or
- (ii) applicable to the business of any client, customer, research or strategic partner, or ally of, or joint venturer with, the Company (collectively, the "Ceres Related Entities"), which may be made known to me by the Company or by any Ceres Related Entity, or learned by me during the period of my employment.

3. In consideration of my employment by the Company and the compensation received (and to be received) by me from the Company from time to time, I hereby agree as follows:

- (a) All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secret rights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary

## Confidentiality Agreement

Information and I will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of the Company, except as may be necessary and appropriate in the ordinary course of performing my duties to the Company.

(b) All documents, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts and other printed, typewritten or handwritten documents, whether or not pertaining to Proprietary Information (collectively, "Company Materials") furnished to me by the Company or the Business or produced by myself or others in connection with my employment shall be and remain the sole property of the Company. I agree that during my employment by the Company, I will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason (or no reason), or during my employment if requested by the Company, I will return to the Company all Company Materials, apparatus, equipment and other physical property (including all reproductions and copies thereof) in my possession or to which I have access, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

(c) I will promptly disclose to my immediate supervisor, with a copy to the Chief Executive Officer of the Company, or any person designated by him, all "Inventions" (which term includes, without limitation, improvements, inventions, works of authorship, trade secrets, technology, computer programs, formulas, ideas, designs, processes, techniques, know-how and data, whether or not patentable) made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment and for one (1) year thereafter. I will not disclose Inventions covered by Section 3.e to any person outside the Company unless I am requested to do so by management personnel of the Company.

(d) I agree that I will not now or in the future disrupt, damage, impair or interfere with the business of the Company or any Ceres Related Entity, whether by way of interfering with or raiding its employees, disrupting its relationships with customers, agents, vendors, distributors or representatives or otherwise. During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company or any Ceres Related Entity to leave the Company or to work for any other employer or to devote less than all of such employee's efforts to the affairs of the Company, provided that the foregoing shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel. During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any customer, client, agent, vendor, distributor, representative, supplier or contractor of the Company to leave the Company, or to obtain services from other than the Company, or to cease providing services to the Company.

(e) I agree that all Inventions which I make, conceive, reduce to practice, develop or have developed (in whole or in part, either alone or jointly with others) and which use

## Confidentiality Agreement

or have used equipment, supplies, facilities or trade secret information of the Company, or (ii) which use or have used the hours for which I am to be or was compensated by the Company, or (iii) which relate to the business of the Company or to its actual or demonstrably anticipated research and development or (iv) which result, in whole or in part, from work performed by me for the Company shall be the sole property of the Company and its assigns and the Company and its assigns, shall, in any such case, be the sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions. I further agree as to all such Inventions and improvements to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time to enforce patents, copyrights or other rights on said Inventions and improvements in any and all countries and to that end I will execute all documents for use in applying for and obtaining such patents and copyrights thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents, copyrights or other rights for such Inventions and improvements in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance. In the event that the Company is unable for any reason whatsoever to secure my signature to any lawful and necessary documents required to apply for or execute any patent, copyright or other applications with respect to such Inventions and improvements (including renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, and each of them, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereof with the same legal force and effect as if executed by me.

(f) As a matter of record, listed on page 4 of this Agreement is a complete list of all existing Inventions or improvements relevant to the subject matter of my employment by the Company or my employment with the Business to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement and I covenant that such list is complete. If nothing is listed in this Agreement, I represent that I have no such Inventions and improvements at the time of signing this Agreement.

(g) I represent that my performance of all the terms and provisions of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company or performance of services for the Company. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith.

(h) I represent that the execution of this Agreement, my employment with the Company and my performance of my proposed duties to the Company in the development of its business will not violate any obligations I may have to any former employer.

## Confidentiality Agreement

(i) Notwithstanding the foregoing, if employee is employed by the Company in the State of California, then this Agreement does not require assignment of any Invention which an employee cannot be obligated to assign under Section 2870 of the California Labor Code (hereinafter called "Section 2870"). However, I will disclose any Inventions as required by Section 3(c) hereof regardless of whether I believe the Invention is protected by Section 2870 in order to permit the Company to engage in a review process to determine such issues as may arise. Such disclosure shall be received in confidence by the Company.

(j) I understand that this Agreement does not alter the at-will nature of my employment and that I have the right to resign from my employment and the Company has the right to terminate my employment at any time, for any reason, with or without cause unless I have a specific written contract which states otherwise signed by the President of the Company.

4. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns. Should any provision be deemed unenforceable, it shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND VOLUNTARILY ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION.

Dated:

3/6/1998

By:

  
Employee/Consultant

Xian-Feng Chen

The following is a complete list of all existing Inventions or Improvements pursuant to paragraph 3f:

I claim the ownership of the following Software made  
at Iowa State Univ. while I am working as a post-D.

(1) Linkage analysis Software for complex data

(2) Pedigree analysis Software

(3) Software for predicting population size for recording  
a trait.

The above software may be patented by Iowa State Univ. and  
the United States Department of Agriculture.

If nothing is listed in this space, I represent I have no Inventions or Improvements.

Xian-Feng Chen



## **EXHIBIT B**

EXHIBIT B

Gorman, Susan

**From:** Jackie Zierhut [jzierhut@ceres-inc.com]  
**Sent:** Monday, April 18, 2005 3:27 PM  
**To:** Gorman, Susan  
**Subject:** FW: Ceres Invention  
**Attachments:** 2005-04-13 Declaration to be signed.pdf

-----Original Message-----

**From:** Jackie Zierhut  
**Sent:** Wednesday, April 13, 2005 3:28 PM  
**To:** 'xianfengchen@hotmail.com'  
**Cc:** Shirley Bell  
**Subject:** Ceres Invention

Jeff,

Please review the attached declaration for a Ceres patent filing. You are listed as an inventor in this application. This document must be filed by Friday in the USPTO to avoid abandonment. Please sign and return by fax to the following number: 805-499-9017 as soon as possible. If you have any questions, please let me know.

*Thank you,  
 Jackie Zierhut  
 Administrative Assistant  
 Ceres, Inc.  
 ph: 805-376-6543  
 fax: 805-498-1002*

\*\*\*\*\*  
 This footnote also confirms that this email message has been swept by  
 MIMESweeper for the presence of computer viruses.  
 \*\*\*\*\*

## **EXHIBIT C**

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EXHIBIT C

Gorman, Susan

**From:** Jackie Zierhut [jzierhut@ceres-inc.com]  
**Sent:** Monday, April 18, 2005 3:25 PM  
**To:** Gorman, Susan  
**Subject:** FW: Ceres Invention - URGENT REPLY NEEDED  
**Importance:** High

-----Original Message-----

**From:** Jackie Zierhut  
**Sent:** Thursday, April 14, 2005 1:21 PM  
**To:** 'xianfengchen@hotmail.com'  
**Subject:** Ceres Invention - URGENT REPLY NEEDED  
**Importance:** High

Jeff,

Please review the attached declaration for a Ceres patent filing. You are listed as an inventor in this application. This document must be filed by Friday in the USPTO to avoid abandonment. Please sign and return by fax to the following number: 805-499-9017 as soon as possible. If you have any questions, please let me know.

*Thank you,  
 Jackie Zierhut  
 Administrative Assistant  
 Ceres, Inc.  
 ph: 805-376-6543  
 fax: 805-498-1002*

\*\*\*\*\*  
 This footnote also confirms that this email message has been swept by  
 MIMESweeper for the presence of computer viruses.  
 \*\*\*\*\*

## **EXHIBIT D**

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EXHIBIT D

**Jackie Zierhut**

**From:** Intelius [DoNotReply@inteli.us.com]  
**Sent:** Thursday, April 14, 2005 2:40 PM  
**To:** Jackie Zierhut  
**Subject:** Intelius Purchase Receipt



Dear ,

Thank you for placing your order with Intelius.

You may view your **most recent purchased reports** in the last 30 days. Click here or go to Manage Account to view your most recent reports.

Please do NOT reply to this e-mail.

Your order number is **2566073** and was placed on April 14, 2005.

| Order Details                   |                |
|---------------------------------|----------------|
| 1. People Search Report         | <b>\$7.95</b>  |
| 2. Premium Confirmation Service | <b>\$4.95</b>  |
| <b>Total</b>                    | <b>\$12.90</b> |

Your American Express has been charged **\$12.90**. Your credit card statement will reflect a charge from Intelius - Intelifinder

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You may contact our Customer Service Department by e-mail with any questions regarding your order or see our Frequently Asked Questions information for additional assistance. Also, please note your sales order number in your inquiry so we may better assist you.

Thanks again for being a customer and making Intelius your trusted source for personal intelligence information.

(Please print this page or note the order number for future reference)

**Intelius**

"The World's largest and most accurate public records source"

4/15/2005

**EXHIBIT E**

## EXHIBIT E

**Jackie Zierhut**

**From:** Xianfeng chen [xianfengchen@hotmail.com]  
**Sent:** Friday, April 15, 2005 8:40 AM  
**To:** Jackie Zierhut  
**Subject:** RE: Ceres Invention - URGENT REPLY NEEDED

i am in CA today and will come back to my office tomorrow. Not sure whether it is too late if I fax it back to you next Monday.

Jeff

>From: "Jackie Zierhut" <jzierhut@ceres-inc.com>  
>To: <xianfengchen@hotmail.com>  
>Subject: Ceres Invention - URGENT REPLY NEEDED  
>Date: Thu, 14 Apr 2005 13:20:54 -0700  
>  
>Jeff,  
>  
> Please review the attached declaration for a Ceres patent  
>filing. You are listed as an inventor in this application. This  
>document must be filed by Friday in the USPTO to avoid abandonment.  
>Please sign and return by fax to the following number: 805-499-9017 as  
>soon as possible. If you have any questions, please let me know.  
>  
>  
> Thank you,  
> Jackie Zierhut  
> Administrative Assistant  
> Ceres, Inc.  
> ph: 805-376-6543  
> fax: 805-498-1002  
>  
>  
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>\*\*\*\*\*  
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>This footnote also confirms that this email message has been swept by  
>MIMEsweeper for the presence of computer viruses.  
>  
>\*\*\*\*\*

4/15/2005

TOTAL P.04



## **EXHIBIT F**

EXHIBIT F

**Gorman, Susan**

**From:** Jackie Zierhut [jzierhut@ceres-inc.com]  
**Sent:** Monday, April 18, 2005 3:26 PM  
**To:** Gorman, Susan  
**Subject:** FW: Ceres Invention - URGENT REPLY NEEDED  
**Importance:** High

-----Original Message-----

**From:** Jackie Zierhut  
**Sent:** Friday, April 15, 2005 12:03 PM  
**To:** 'Xianfeng chen'  
**Cc:** Danielle Squires  
**Subject:** RE: Ceres Invention - URGENT REPLY NEEDED  
**Importance:** High

Xianfeng,

I am so glad to hear from you. Please call me today on my cell 818-624-0019 to coordinate when you can fax the document back to us. Monday is the date the PTO must have this document. Are you somewhere near a Kinko's perhaps that has a fax machine? This matter is extremely urgent and cannot be re-filed after Saturday. The fax number is 805-498-1002.

Thank you,  
Jackie Zierhut  
Patent Secretary

-----Original Message-----

**From:** Xianfeng chen [mailto:xianfengchen@hotmail.com]  
**Sent:** Friday, April 15, 2005 8:40 AM  
**To:** Jackie Zierhut  
**Subject:** RE: Ceres Invention - URGENT REPLY NEEDED

i am in CA today and will come back to my office tomorrow. Not sure whether it is too late if I fax it back to you next Monday.

Jeff

&gt;From: &quot;Jackie Zierhut&quot; &lt;jzierhut@ceres-inc.com&gt;  
&gt;To: &lt;xianfengchen@hotmail.com&gt;  
&gt;Subject: Ceres Invention - URGENT REPLY NEEDED  
&gt;Date: Thu, 14 Apr 2005 13:20:54 -0700

&gt;  
&gt;Jeff,  
&gt;

&gt; Please review the attached declaration for a Ceres patent  
&gt;filing. You are listed as an inventor in this application. This  
&gt;document must be filed by Friday in the USPTO to avoid abandonment.  
&gt;Please sign and return by fax to the following number: 805-499-9017 as  
&gt;soon as possible. If you have any questions, please let me know.

&gt;  
&gt;  
&gt; Thank you,  
&gt; Jackie Zierhut  
&gt; Administrative Assistant  
&gt; Ceres, Inc.  
&gt; ph: 805-376-6543  
&gt; fax: 805-498-1002

4/18/2005

>  
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>This footnote also confirms that this email message has been swept by  
>MIMESweeper for the presence of computer viruses.  
>  
>\*\*\*\*\*

\*\*\*\*\*  
This footnote also confirms that this email message has been swept by  
MIMESweeper for the presence of computer viruses.  
\*\*\*\*\*

## **EXHIBIT G**

## EXHIBIT G

**Gorman, Susan**

**From:** Gorman, Susan  
**Sent:** Friday, April 15, 2005 4:18 PM  
**To:** 'xianfengchen@hotmail.com'  
**Cc:** '(jzierhut@ceres-inc.com)'  
**Subject:** URGENT!! BSKB - Ceres Patent  
**Importance:** High  
**Attachments:** 2005-01-18 DECLARATION AND POWER OF ATTORNEY( -1571P).DOC; Assignment - Form 2750-1571P.doc

Dear Jeff,

I hope you remember me, I am Richard Schneeberger's wife. When you were at Ceres I was in law school and have now finally finished and am a "real" attorney. I am still working for BSKB (Birch, Stewart, Kolasch & Birch, LLP), which is the law firm that is handling the patent applications for all of the sequences that were discovered by Ceres.

I am writing to tell you that Jackie Zierhut, who contacted you earlier, will be out of the office next week.

As you know, you are listed as an inventor on at least one Ceres patent application. We must now submit a Declaration and Power of Attorney form signed by each inventor. Unfortunately, it has taken us a bit of time to catch up with you and I am afraid that we must have the signed and dated form by Monday, April 18, 2005.

I have attached a copy of the form to this email. I would be very grateful if you would print it out. You will find your name on page four of the Declaration and Power of Attorney form. Please sign and date the appropriate boxes. Please also write in ink your city, state and country of residence (e.g. "Sandy, Utah, USA" if that is where you still reside) in the "Residence" box, your citizenship in the "Citizenship" box and your complete mailing address in the "Mailing Address" box. Since Jackie will be out of the office next week, please fax the completed document to me, Susan Gorman, at fax number 714-708-8555.

You will see that I have also attached an Assignment document to this email. I would greatly appreciate it if you could also sign and date page 2 of this form where your name appears and fax it to me along with the Declaration.

Jeff, thank you so much for helping us to complete this application and meet our deadline of 4:00 p.m., Monday, April 18, 2005. I look forward to the future when I shall notify you that your application has granted as a patent. Every CV needs a few!!

Please do not hesitate to contact me if you have any questions or concerns.

Best of Luck in your new position.

Very truly yours,

Susan W. Gorman, Ph.D.  
Registered Patent Attorney

Birch, Stewart, Kolasch & Birch, LLP  
650 Town Center Dr.  
Suite 620  
Costa Mesa, CA 92626  
tel: 714-708-8555  
fax: 714-708-8565

**EXHIBIT H**

EXHIBIT H

**Gorman, Susan**

**From:** Gorman, Susan  
**Sent:** Monday, April 18, 2005 10:33 AM  
**To:** 'xianfengchen@hotmail.com'  
**Cc:** ' (jzierhut@ceres-inc.com)'  
**Subject:** URGENT!! PLEASE SEND DECLARATION ASAP  
**Importance:** High  
**Attachments:** 2005-01-18 DECLARATION AND POWER OF ATTORNEY( -1571P).DOC; Assignment - Form 2750-1571P.doc

Dear Jeff,

I am writing again to ask that you sign and date the attached Declaration form and send it to me. Today is the last day that we can file the documents so that the application will not be abandoned.

I have attached a copy of the form to this email. I would be very grateful if you would print it out. You will find your name on page four of the Declaration and Power of Attorney form. Please sign and date the appropriate boxes. Please also write in ink your city, state and country of residence (e.g. "Sandy, Utah, USA" if that is where you still reside) in the "Residence" box, your citizenship in the "Citizenship" box and your complete mailing address in the "Mailing Address" box. Since Jackie will be out of the office next week, please fax the completed document to me, Susan Gorman, at **fax number 714-708-8565**.

You will see that I have also attached an Assignment document to this email. I would greatly appreciate it if you could also sign and date page 2 of this form where your name appears and fax it to me along with the Declaration.

Please do not hesitate to contact me if you have any questions or concerns.

Very truly yours,

Susan W. Gorman, Ph.D.  
Registered Patent Attorney

Birch, Stewart, Kolasch & Birch, LLP  
650 Town Center Dr.  
Suite 620  
Costa Mesa, CA 92626  
tel: 714-708-8555  
fax: 714-708-8565

## **EXHIBIT I**



**Danielle Squires**

EXHIBIT I

**From:** Danielle Squires  
**Sent:** Monday, April 18, 2005 11:41 AM  
**To:** 'xianfengchen@hotmail.com'  
**Subject:** FW: Ceres Invention - URGENT REPLY NEEDED  
**Importance:** High

Hi Xianfeng – Jackie will actually be out of the office this week. It is very urgent that we get your signed declaration faxed to us today. Please contact me via email, or you can call me directly at 805-376-6526.

Thank you,

**Danielle Squires**

*Assistant to Anna Rath, Director of Business Development  
Ceres, Inc.  
(805) 376-6526*

-----Original Message-----

**From:** Jackie Zierhut  
**Sent:** Friday, April 15, 2005 12:03 PM  
**To:** 'Xianfeng chen'  
**Cc:** Danielle Squires  
**Subject:** RE: Ceres Invention - URGENT REPLY NEEDED  
**Importance:** High

Xianfeng,

I am so glad to hear from you. Please call me today on my cell 818-624-0019 to coordinate when you can fax the document back to us. Monday is the date the PTO must have this document. Are you somewhere near a Kinko's perhaps that has a fax machine? This matter is extremely urgent and cannot be re-filed after Saturday. The fax number is 805-498-1002.

Thank you,  
Jackie Zierhut  
Patent Secretary

-----Original Message-----

**From:** Xianfeng chen [mailto:xianfengchen@hotmail.com]  
**Sent:** Friday, April 15, 2005 8:40 AM  
**To:** Jackie Zierhut  
**Subject:** RE: Ceres Invention - URGENT REPLY NEEDED

i am in CA today and will come back to my office tomorrow. Not sure whether it is too late if I fax it back to you next Monday.

Jeff

&gt;From: &quot;Jackie Zierhut&quot; &lt;jzierhut@ceres-inc.com&gt;  
&gt;To: &lt;xianfengchen@hotmail.com&gt;  
&gt;Subject: Ceres Invention - URGENT REPLY NEEDED  
&gt;Date: Thu, 14 Apr 2005 13:20:54 -0700

4/18/2005

&amp;gt;

&amp;gt;Jeff,

&amp;gt;

&amp;gt;

Please review the attached declaration for a Ceres patent filing. You are listed as an inventor in this application. This document must be filed by Friday in the USPTO to avoid abandonment. Please sign and return by fax to the following number: 805-499-9017 as soon as possible. If you have any questions, please let me know.

&amp;gt;

&amp;gt;

&amp;gt; Thank you,

&amp;gt; Jackie Zierhut

&amp;gt; Administrative Assistant

&amp;gt; Ceres, Inc.

&amp;gt; ph: 805-376-6543

&amp;gt; fax: 805-498-1002

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